

EXHIBIT 1

Long Island City, NY
Secure Transportation

LABOR AGREEMENT

THIS LABOR AGREEMENT, entered into this first day of September, 2018, by and between GARDA CL ATLANTIC, INC., (formerly known as AT Systems Atlantic, Inc.) hereinafter designated as "Garda" or "Company", and SPECIAL AND SUPERIOR OFFICERS BENEVOLENT ASSOCIATION, hereinafter designated as "Union", made and entered into for the purpose of fixing the scale of wages, schedule of hours and general rules and regulations affecting employees covered pursuant to the terms hereof.

PREAMBLE

- A. It is the intention and purpose of the parties to improve labor relations among the Company, its employees and the Union, and to further the advancement of the armored car industry.
- B. Towards this end, it is the intention of the parties to set forth in this agreement, the rates of pay, hours of work and other conditions of employment, for all the employees coming under the jurisdiction of the Union and covered by this agreement; to provide procedures for the equitable adjustment of grievances; and to prevent lock-outs, strikes, work stoppages or any other interference with the operation of the Company during the life of the agreement.
- C. It is understood that the Company shall not unfairly coerce employees in the performance of their duties.
- D. Employees are required to conduct themselves in a professional manner, and to comply with generally understood principles of moral conduct, integrity and work ethics at all times.
- E. It is with this understanding that this agreement is entered into between the Union, the Company, and its employees

IN CONSIDERATION of the mutual promises and covenants herein set forth and contained, the parties hereto agree as follows:

ARTICLE 1- RECOGNITION:

The Company recognizes the Union as the exclusive representative for purposes of collective bargaining for all full-time and part-time street, shuttle and vault drivers/messengers/guards employed by the Company at its facility located in Long Island City, New York, exclusive of all office employees and all supervisory employees as defined in the National Labor Relations Act as amended.

ARTICLE 2- SENIORITY AND WORK ASSIGNMENTS

(a) Seniority specifically refers to length of continuous service without a break. Any break (as hereinafter defined) in continuity will cancel seniority theretofore accrued together with any obligations the Company might have to the employee, and seniority can be acquired after such break only by re-employment. Break in continuity of service shall result from any of the following: (1) "Discharge not reversed by settlement or order"; (2) resignation; (3) continued absence of six (6) months or more from work by involuntary act of the employee for any reason with the exception of an employee who is on worker's compensation, disability or military service in accordance with USERRA, in which case the permitted period of absence shall be that which is permitted by law, and with the exception of an employee who is laid off for lack of work, in which case the permitted period of absence shall be one (1) year; (4) voluntary transfer and/or promotion outside of the bargaining unit.

(b)

- i. An employee will be classified as a "regular full-time" employee if, and only if, they are regularly scheduled (week after week) to work forty (40) or more hours per work week, as scheduled and assigned by the Company and they are available to work such a schedule.
- ii. An employee (a) who is originally hired as a part-time employee, and (b) who remains continuously employed and available to work, and (c) who subsequently becomes a "regular full-time" employee shall retain his or her original hire date with the Company for purposes of eligibility to receive the following benefits: holiday pay, service incentive, health insurance, life insurance, retirement, illness reimbursement and wage scale application. Any benefit based upon an accrual method shall require a part-time employee to begin accruing upon becoming a "regular full-time employee".
- iii. Part-time employees may work forty (40) hours or more in a week and remain part-time employees. Part time employees that work forty (40) hours or more

hours per week as scheduled by the Company, for 16 consecutive weeks, will be made full time.

- (c) Promotions and assignments of employees will be made only after giving due consideration to seniority classification and ability of the employee. The preceding notwithstanding, the Company shall have sole discretion to designate when and where an employee who is actively on the payroll will work.
- (d) The Company and the Union both recognize that there is a place for two persons as well as three-person truck crews. The Company has been involved in armored car operations in the United States since 1941, and consistent with such fact has developed the expertise to determine appropriate crew compliment and truck configuration for the safe and efficient operation of armored car routes. Based on the preceding it is understood any employee refusing his or her job assignment, including assignment as part of a two-person crew, shall be regarded to have self-terminated through job abandonment and that such a termination as well as the reasonableness and/or correctness of a two-person crew designation shall not be subject to Article 4 herein.
- (e) All extra work and special assignments will be distributed equitably among all regular full-time employees on a rotating basis, as nearly as it is practical on a best efforts basis. In the event that the Company is aware of a particular need for specific extra assignments at least two (2) days in advance it will post a voluntary signup sheet for those to volunteer for extra assignments. Where practical, the Company will attempt to schedule regular full-time employees for such extra shifts or assignments so long as such extra shifts or assignments shall not trigger a requirement for premium overtime under Article 23 hereof, before scheduling a part-time employee for such extra shift or assignment.
- (f) When adding to the force of employees, any persons previously laid off, within the immediately preceding six (6) month period, shall be taken back in accordance with classification, ability and seniority. The Company shall be privileged to decide who is the best qualified employee to fill any particular employment opening provided that seniority shall be determinative where the Company has determined that employees are otherwise equally qualified, and the Company shall notify employees of a renewed employment opportunity by telephone or regular mail at their last known address, at the discretion of the Company. If any employee fails to report within five (5) days after notification, the standing as an employee of any person such failing to report within five (5) days shall be forfeited.

- (g) When it is necessary for the Company to reduce the number of regular full-time employees, they shall be laid off according to the Company's assessment of who is the best-qualified employee after considering classification, ability and seniority within the affected department and shift. The least senior employee shall be laid off where employees are considered equally qualified by the Company. Those regular-full time employees not retained as full-time employees shall be given preference for available part-time work at the same rates and conditions as exist for part-time employees. In the event that the seniority is exactly the same, and all other considerations are equal in the judgement of the Company, the Company may employ a coin flip or other random method to decide the senior employee. Employees will be recalled based on inverse seniority amongst those that are qualified.
- (h) Preference shall be given to employees for the granting of time off request as long as the time requested is available and after giving due consideration to, classifications and ability of employees and operational needs of the Company. The Company reserves the right to limit the number of persons off in any classification to avoid a disruption of its operation. In the event that the seniority is exactly the same, and all other considerations are equal in the judgment of the Company, the Company may employ a coin flip or other random method to decide the senior employee.
- (j) All employees are to be trained on the routes and procedures to be followed on each route, including CIT and ATM routes.

ARTICLE 3 - DISCHARGE AND DISCIPLINE:

- (a) New employees may be discharged at any time during the introductory evaluation period of one hundred and eighty (180) days. Employees shall not have access to the grievance procedure during the introductory evaluation period.
- (b) After completion of the introductory evaluation period, no employee will be warned or suffer suspension or discharge, except for just cause and in accordance with the spirit and intent of Company policy.
- (c) The Company will administer a system of progressive discipline. The primary purpose of said system is to deter and correct unacceptable behavior on the job.

- (d) Standards of acceptable behavior should be clearly defined and properly communicated to employees. Forms of discipline shall be limited to verbal and written warnings, suspensions and discharge. The Company at its sole discretion may issue a final written warning in lieu of a suspension, suspend or issue a final written warning in addition to a suspension.
- (e) Rule violations, acts of negligence and other improper activities such as poor performance, especially when the result of negligence, insubordination, willful misconduct, violations of laws or regulations, inattention or disregard of instructions, may also be cause for disciplinary action.
- (f) Repeated offenses generally result in progressively greater penalties. By way of example a minor violation which elicits a verbal warning for the first offense will usually draw a written warning on the second offense, suspension on the third offense and termination on the fourth.
- (g) Penalties for a first offense may vary from a verbal warning to termination, depending on the seriousness of the offense. Regardless of length of employment or past performance, certain violations of security procedures, work rules, safety policies or common sense are so severe that termination may immediately follow a factual determination that there has been such a violation. Such violations include, but are not limited to:
 - (1) No call, no show— when an employee is scheduled to work he or she is required to give at least two hours' notice when they are going to be unable to work their scheduled shift. There is no excuse except an intervening emergency or other unforeseeable circumstance deemed acceptable by the Company and evidenced by supporting documentation.
 - (2) Continued failure to complete work assignments per schedule.
 - (3) Cheating on the time clock in any way or manner which results in extra time which is not necessary to complete one's work assignment or recording time that is not valid.
 - (4) The use of unlawful drugs or alcohol on the job;
 - (5) Reporting for duty under the influence of alcohol or drugs, including prescription drugs which create a potential safety issue;
 - (6) Operating a vehicle for the Company without a proper license or while driving privileges are revoked or suspended by any State of license issuance;

- (7) Transporting unauthorized passengers or using a Company vehicle for personal use contrary to Company policy;
- (8) Failure to report a vehicle accident, personal injury or other claim producing event immediately after knowledge thereof, and/or failure to cooperate in the investigation of such an event;
- (9) Reckless, careless or willful behavior which leads to personal injury or a serious preventable accident;
- (10) Involvement in a "serious" or "preventable" accident during the introductory evaluation period or a serious preventable accident after the introductory evaluation period;
- (11) Failure to report suspicious or illegal actions of any person including fellow employees whether on duty or off duty;
- (12) Failure to act reasonably in notifying the Company of any circumstance which could lead to or expose the Company and its personnel to a security risk or imminent risk of physical injury or serious property damage or legal liability;
- (13) Falsification of Company records, including signing in for work, (as distinguished from error or mistake);
- (14) Engaging in illegal activity while on or off duty;
- (15) Proven dishonesty or theft;
- (16) Assault or battery related to employment;
- (17) Gross insubordination or gross misconduct;
- (18) Acts of violence, intimidation, retaliation, sexual harassment or unlawful discrimination.
- (19) Improper use of Company provided property or unauthorized use of weapons, personal cell phones or other communications, recording, or tracking devices.
- (20) Disqualification from carrying or other legal inability to carry, a valid gun permit or license or driver's license.

(21) Conduct involving a customer or a customer's employee(s) which is inappropriate to the work environment, which is illegal, or which exposes the Company to an unnecessary customer or employee relationship problem or legal liability.

- (h) All discipline will be in conformance with the spirit and intent of applicable laws and regulations. The Company will provide the employee or upon Union's request, the Union with a copy of any disciplinary documents. "The Company will maintain all disciplinary records in the employee's personnel file. The Company shall provide a copy of each disciplinary notice to the employee involved and to the Union upon request".
- (i) Warning letters must be based upon just cause, be specific in nature, and clearly spell out the alleged violation of an employee. To be considered valid, a warning notice must be issued within ten (10) working days after the violation claimed by the Company, or the violation becomes known to the Company, exclusive of time spent investigating an incident or violation or the absence or lack of availability of the employee.
- (j) The Company will suspend or discharge an employee for just cause only. Unless covered by Section (g) above, no employees shall be discharged or suspended unless a written warning letter, notice or communication has been given to said employee within the previous twenty-four (24) month period, wherein the facts forming the grounds for discipline have been clearly set forth. Such facts set forth in any prior disciplinary letter, notice or communication need not be the same or similar type as those upon which the then current suspension or discharge is based.
- (k) Section (g) and (j) above notwithstanding, the Company shall have sole discretion and privilege whether or not to summarily discipline, including suspension or termination, or both for inadequate job performance, any personnel under the following circumstances:
 - (i) when said employees are unable to account for an item such as a customer deposit or change order;
 - (ii) when said employees are unable to account for missing items in a customer's deposit or change order for which they have been charged with custody of including, but not limited to, if such discrepancy involves a seal that has been tampered, not properly affixed at the time of receipt, with or a defective container, bag or box;
 - (iii) when an employee refuses complete cooperation concerning reasonable requests with respect to a loss or discrepancy investigation, provided that employees shall not be obligated to submit to a polygraph examination on any basis other than as a volunteer and in accordance with applicable law, or other

investigation being conducted by the Company related to the Company and its operations.

ARTICLE 4 - GRIEVANCE AND ARBITRATION:

- (a) A grievance is defined as a condition that exists as a result of an unsatisfactory response or adjustment or failure to adjust a legitimate controversy, claim or dispute by an employee, shop steward or the Union concerning entitlement to compensation, benefits, hours, or working herein, including without limitation, claims of harassment or discrimination or hostile work environment in any form, including without limitation, any claim based on race, sex, religion, national origin, ethnicity, gender, disability or perceived disability, or age, veteran or military status, or any claim of retaliation for making any such or similar claim, or the interpretation or application of this Agreement or any agreement made supplementary thereto, or any claim under any federal, state or local law, statute or regulation or under any common law theory whether residing in contract, tort or equity or any other claim related to or part of the employment relationship.
- (b) Any grievance shall be presented in writing to the Company by the Union representative within fourteen (14) calendar days from the occurrence or knowledge of the occurrence giving rise to this grievance.
- (c) Upon submission of a grievance the Company shall have fourteen (14) calendar days to respond. If any response is deemed inadequate by the Union, then the Union shall have fourteen (14) calendar days to request mediation or arbitration. Prior to actual submission to arbitration a management-union meeting shall be scheduled to attempt resolution of any dispute for which arbitration has been requested. Any agreement to submit the grievance to mediation with the Federal Mediation and Arbitration Service shall stay any arbitration until the mediation is held and is unsuccessful or the parties agree to forego mediation. If after such management union meeting or mediation, arbitration is still necessary because a legitimate as well as significant issue of contract application remains open, then both the Company and the Union shall prepare a written position statement for submission to the arbitrator.
- (d) The arbitrator shall be selected from a list of seven (7) provided by the Federal Mediation and Conciliation Service or other agreed upon mediation and arbitration service, within five (5) calendar days, excluding Saturdays, Sundays and holidays, after a panel has been presented to both parties. The selection from the list of seven (7) shall be accomplished by the parties alternatively striking one name from the list until one remains. The party

striking first shall be decided by a flip of a coin. The parties shall alternate the striking of arbitrator names. If the arbitrator selected by the parties is not available for a hearing within 6 months of selection, the parties agree to re-strike for an arbitrator that would be available (within 6 months).

- (e) The Union and the Company shall each pay one-half (1/2) of the fee charged by the arbitrator, the cost of the hearing room, the reporter's fee, per diem, and the original copy of the transcript for the arbitrator.
- (f) The arbitrator shall not have the right to amend, take away, modify, add to, change, or disregard any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the grievant and all parties to this Agreement; provided that, he/she shall have no power or authority to substitute his/her discretion for the Company's discretion in situations where the Company has retained sole discretion in this Agreement. No award may order back compensation for a period of more than six (6) months, unless specifically required by federal or state statute or law.
- (g) The Union and the Company agree to file and/or bring any grievance alleging any statutory wage violation or discrimination claim on an individual basis only and not on a class or collective basis on behalf of more than one (1) bargaining unit employee, and any arbitrator selected to hear or resolve a grievance shall not have the power or authority or jurisdiction to permit a class or collective basis arbitration proceeding or render a decision on behalf of more than one (1) bargaining unit employee, unless the Union, the concerned bargaining unit employees and the Company otherwise consent in writing before the arbitration proceeding is commenced.

ARTICLE 5 - SCHEDULE OF HOURS:

- (a) Regular full-time employees shall be guaranteed forty (40) hours work or the equivalent thereof in pay in any five (5) days or less per work week, except when work is not available because of circumstances beyond the control of the Company (power failure, Acts of God, etc.) which necessitate a shutdown of all or a portion of the Company's operation. The regular work week shall be Sunday through Saturday. The Company has agreed to schedule as many employees as possible with flex hours for the purpose of allowing such employees the opportunity to work their 40-hour guarantee or more in less than a five (5) day work week allowing for more days off during the week. The Company shall designate the days on which an employee will work, and shall be privileged, but not obligated to work such employee in excess of the number of hours guaranteed per week.

(b) There will be a three (3) hour guarantee for regular full-time employees for any night work where an employee is called back. This "call back" guarantee does not apply where an employee remains continuously on the clock from their original starting time or where the break is less than ninety (90) minutes.

(i) There shall be a four (4) hour guarantee for full-time and part-time employees that are placed on the schedule as standby, unless assigned to a route.

(c) The Company shall have sole discretion to schedule vault and/or truck crews as well as Street Routes and ATM Routes. Street Routes as well as ATM Routes which complete their work day in 9.0 hours or less per work day will not be docked for a meal period of .5 hours per work day. The Employees hereto agree to an on-duty meal period. Employees may have an off-duty meal period if they make arrangements with their supervisor in advance of the need or provided the supervisor with a written request to renounce the on-duty meal period in exchange for an off-duty meal period. The Company shall have the sole discretion to assign employees as it chooses to allow for any such off-duty meal breaks. Employees will be allowed two (2) paid rest stops daily, not to exceed ten (10) minutes each, one in the first four (4) hours of the work shift and one in the next four (4) hours of the work shift. For employees whose shift begins prior to 9:00 a.m., no rest stops shall be allowed after 3:30 p.m. or after the commencement of the seventh (7th) hour of a work shift or during the performance of any special work or where high liabilities are involved or during the performance of any pickup or delivery unless such break can be taken in a secured environment. If an employee works in excess of twelve (12) hours in a given day they may take one (1) additional ten (10) minute break if it can be done in a secured environment but it shall not occur during the last hour of work unless it occurs at the Branch.

(d) It is understood that any employee directed to report for work at a certain starting time shall be paid beginning from such start time until relieved from duty. Employees are not required to begin their work day prior to the designated start time; and consistent with such fact, employees are not permitted to clock in on their time card prior to the established start time.

(e) Part-time employees shall be guaranteed four (4) hours of work for each scheduled shift and eight (8) hours of work for each non-scheduled call to work or the equivalent thereof in pay at straight time hourly rate for each daily call to work, other than for Holidays.

(f) All employees shall be required to personally punch in and out on the Company's time clock. All pay computations shall be based on such time clock reading which will be measured in tenths of an hour.

(g) Managers and supervisors may perform bargaining unit jobs for the purposes of instruction, training or relief of employees for emergencies.

ARTICLE 6 - HOLIDAYS:

- (a) During the term of this Agreement, a total of seven (7) days shall be observed as holidays during each calendar year. Said seven (7) days to be observed shall be as follows:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	

- (b) Regular full-time employees after completing their introductory evaluation period shall be entitled to eight (8) hours straight time pay for the above holidays although no work is performed provided that such employees work, or are available to work, the regular scheduled work day preceding and following any given holiday and the holiday itself if an employee is scheduled to work on a Holiday. Holiday pay as opposed to pay for actually working on a holiday shall not be counted toward hours worked for premium overtime calculations.
- (c) Any regular full-time employee who is required to work and does work any of the above holidays shall be paid his/her straight time hourly rate for each hour worked in addition to any holiday pay he or she may be entitled to, and such employee shall be guaranteed eight (8) hours for each such call to work. Time actually worked on a holiday shall be counted towards employee's weekly total for the purpose of calculating payment of an overtime premium, however, time paid for as holiday pay shall not be considered when determining payment of an overtime premium.
- (d) A volunteer list will be posted at least two (2) weeks in advance of any holiday for those employees who wish to work the holiday. Preference on a seniority basis will be given to those volunteering for holiday work. If sufficient employees do not volunteer for holiday work, selections will be made from the inverse seniority list by classification on a rotating basis for such holiday work.
- (e) Part-time personnel do not receive holiday pay; however, if a part-time employee does work any of the above holidays, said employee shall be paid one and a half (1 ½ times his/her straight time hourly rate for each hour worked, and such employee shall be guaranteed six (6) hours for each such call to work.
- (f) Employees on disability, FMLA, USERRA or similar leave or extended sick leave are not entitled to pay for holidays which occur during such period of disability' or leave unless specifically required by applicable law.

ARTICLE 7- Paid Time Off (PTO)

- (a) Garda believes that employees should have the opportunity to enjoy time away from work to help balance their lives. To help foster this idea, we have designed a flexible policy to address time away from work. This Paid Time-Off Policy (PTO) provides employees with paid time away from work that can be used for vacation, personal time, illness, or time off to care for dependents, etc. PTO must be scheduled in advance and have managerial approval.

Regular full-time employees are eligible for paid time off (PTO) after one (1) year of employment. All full-time employees will be eligible for PTO, which accrues on a monthly basis based upon the Company's Fiscal year; February 1 to January 31. PTO accrual rates are based on length of service according to the following schedule. .

PTO Accrual Rates- Full Time employees		
Tenure based on Calendar Year	Approximate Hours Earned per month	Total Hours per year
1+	10.66	128.00
6+	14.00	168.00
11+	17.33	208.00

PTO does not accrue on unpaid or extended leaves of absence including but not limited to FMLA, Worker Compensation, USSERA, etc. Consistent with the Family Medical Leave Act and USSERA, extended leave shall be defined as any period of absence in excess of twelve (12) weeks for any reason.

Note 1: There is no pro rata benefit for new employees who complete less than one fiscal year of continuous service.

Note 2: When employees wish to use accrued PTO, they must schedule a PTO day off with their supervisor a minimum of two weeks in advance.

Notes 3: Employees may only use accrued time in eight (8) hour blocks to compensate for time off due to illness.

Note 4: Former CDC Employees- Full-time employees who remain continuously employed (defined as terminated by CDC on November 30, 2006 and begin employment with Garda CL Atlantic effective December 1, 2006) shall be eligible for Paid Time Off as follows:

- Beginning with Fiscal year February 1, 2016, qualified CDC employees will be eligible for PTO as set forth above; provided that, eligibility will be based on giving such employees one (1) year of service credit with Garda CL Atlantic for every two (2) full years of continuous service with CDC.

(b) Accrual Period

- i. PTO accruals will become effective each Feb 1st, consistent with the fiscal year, after the ratification of this Agreement. Employees hired after the ratification date of this Agreement will begin to accrue PTO per this article. For newly hired employees, consistent with the fiscal year, PTO accruals, if applicable, will only become effective the Feb 1st following the successful completion of their introductory evaluation period.
- ii. PTO accrual increases, based on continued length of service, will be effective the first day of the month following the beginning of the fiscal new year (February 1st).

Example: I am a full-time employee. My hire date is February 15th at which point I will have 5 years with the Company. Each month, I will accrue 10.00 hours of PTO. February 1st, my higher PTO Accrual rate of 13.33 hours per month will go into effect.

(c) Scheduling of PTO

- i. Business needs dictate the scheduling and granting of PTO and it is subject to management approval. The Company reserves the right to limit the number of employees off so as not to disrupt its operation. Paid Time off maybe generally denied during times of high business demand and necessity. Management has the right to designate periods during which you may not take PTO (Black-Out Dates). Each site owner will manage the process for requesting PTO at their site.

- ii. Employees are required to use available PTO when taking time off from work, including under certain leaves of absences, with the exception of a company-required absence due to decreased work load when work is not available because of circumstances beyond the control of the Company (power failure, Acts of God, etc.) which necessitate a shutdown of all or a portion of the Company's operation.
- iii. If applicable, when one of the recognized holidays set forth in Article 6 hereof falls within an employee's PTO leave period, such employee shall receive eight (8) hours of pay for such holiday.
- iv. Employees request time off using a Time Off Request form which can be obtained from a member of management at each site.
 - 1. All employees will have from December 1 to January 31st (hereafter defined as the "Selection Period") to select all Paid Time off for the following fiscal year beginning February 1st. Approval of time off will be governed by Company seniority and operational availability during the selection period. Following the selection period, all paid time off approvals will be governed on a first-come-first-serve basis and operational availability. In the event that the seniority is exactly the same, and all other considerations are equal in the judgment of the Company, and the Company may employ a coin flip or other random method to decide the senior employee.
 - 2. All paid off approvals will be governed on a first-come-first-serve basis and operational availability. In the event that the seniority is exactly the same, and all other considerations are equal in the judgment of the Company, the Company may employ a coin flip or other random method to decide the senior employee.
 - 3. All PTO must be utilized in the same fiscal year for which it is accrued, or lose any remaining hours. Employees may not carry over any unused PTO into the following fiscal year for which it was not accrued. Furthermore, employees are not allowed to sell any of their PTO.
- v. Unscheduled Absences will be monitored. An employee will be counseled according to the Company's Time and Attendance guidelines for unscheduled absences.

(d) Selection of Paid Time Off

- i. Garda may also decide to pay you for any unused, accrued PTO at the end of the fiscal year if you were scheduled to work through a scheduled PTO day or period for operational exigencies.

(e) Payment of PTO judgment of the Company, the Company may employ a coin flip or other random method to decide the senior employee.

All paid time off approvals will be governed on a first-come-first-serve basis and operational availability. In the event that the seniority is exactly the same, and all other considerations are equal in the judgment of the Company, the Company may employ a coin flip or other random method to decide the senior employee.

All PTO must be utilized in the same fiscal year for which it is accrued or lose any remaining hours. Employees may not carry over any unused PTO into the following fiscal year for which it was not accrued. Furthermore, employees are not allowed to sell any of their PTO.

Garda may also decide to pay you for any unused, accrued PTO at the end of the fiscal year if you were scheduled to work through a scheduled PTO day or period for operational exigencies.

PTO is paid at the employee's straight time hourly time rate and will include Crew Leader premiums if applicable, excluding any differential/premium that he/she may ordinarily receive, and is not part of any overtime calculation.

(f) PTO Advances

PTO may be used before it is accrued only with management approval.

(g) PTO Payment Upon Separation

Accrued but unused PTO that is available for the respective fiscal year will be paid out upon separation regardless of the reason for separation. Consistent with applicable state law, negative PTO balances will be deducted from final pay; Garda will comply with all minimum wage laws.

Part-time employees will be subject to all applicable sick leave policies and legislation as set forth in the New York City Earned Sick Time Act. Under New York City Earned Sick Time Act (Paid Sick Leave Law), covered part time employees are able to utilize sick leave for the care and treatment of themselves or a family member. Covered part time employees accrue one hour of sick leave for every 30 hours worked, up to a maximum of 40 accrued hours in a calendar year.

ARTICLE 8 - BONDS, UNIFORMS, EQUIPMENT AND LICENSES:

- (a) The Company will furnish Company issue uniforms, ammunition and identification cards and badges. The Company will provide new uniform pants and shirts when such new uniforms are necessary. As a material consideration for the wages and benefits herein provided for, the employees shall be expected to pay the cost of cleaning their uniforms and shall keep same in good appearance at all times. The Company will use due diligence in seeing that the equipment is kept clean, and the employees will likewise do their share towards achieving cleanliness of the equipment.

- (b) All permits, licenses or physical health certificates required by any State or Federal agency for armored car personnel whether affecting operation of the armored truck or the carrying of a weapon must be obtained by the employee, and at the employee's expense, before such employee goes to work and shall be maintained on an annual basis by the employee. The Company will reimburse employees one hundred percent (100%) of the cost associated with obtaining any permit, license or physical health certificate which is required as a condition of employment provided the employee completes the introductory evaluation period and the employee submits an appropriate receipt for any such expense. Additionally, the Company will reimburse employees one hundred percent (100%) of the out-of-pocket cost of renewing any permit, license or physical health certificate which is required as a condition of employment provided the employee renews prior to expiration and presents the Company with an appropriate expense receipt. The Company will submit to payroll for an employee's reimbursement upon verification of license, permit or certificate renewal and a copy of the paid receipt".
- (c) An employee shall not be required to deposit a cash bond.
- (d) The Company shall be entitled to deduct from an employee's final paycheck the cost of the uniform and any other Company property supplied to an employee if such property is not returned at the employee's termination of employment.
- (e) The Company recommends that all street employees wear a bullet resistant vest or vest cover while on the job. In the event that an employee chooses to wear a bullet resistant vest and/or vest cover on the job, such employee shall be required to request in writing that he/she be provided with same. The Company agrees to provide such a vest within a reasonable time following a written request and the Company will replace said vest when same is determined to be in poor working condition through ordinary use and wear over time. The Company will purchase the vest. The vest will remain the property of the Company and shall be returned upon termination of employment.

ARTICLE 9 - HEALTH AND WELFARE:

- (a) The Company agrees that all regular full-time employees will be offered enrollment in a Company provided or sponsored health insurance program, which is at least equal to that provided or sponsored for local management.
- (b) Health care coverage is available for all regular full-time employees the first of the month following ninety (90) days of continuous employment for group benefits; provided that, a new employee must secure all required licenses and permits as a condition for benefit eligibility.
- (c) Eligible employees shall be required to contribute towards the cost of medical plans through payroll deductions in an amount as establish by the Company from time to time.
- (d) Leave - Consistent with the Family and Medical Leave Act the Company will continue contributions up to 12 weeks of an approved FMLA leave provided the employee also makes his or her contribution as provided by law. An employee who is off work for any reason for more than thirty (30) calendar days shall not be eligible for Company contributions the 1st

day of the month following the expiration of the thirty (30) day period described herein. Employees who wish to continue coverage shall be eligible to continue coverage at their own expense at the same premium rate paid by the Company consistent with the dictates of C.O.B.R.A. assuming such employees act in a timely manner.

An employee who is off work for any reason for more than thirty (30) calendar days shall not be eligible for Company contributions under this Article until the employee returns to active duty and completes a ninety (90) day waiting period, except where the Family and Medical Leave Act or USSERA is involved in which case the rules associated with said act shall be controlling. Employees who are entitled to dependent and family coverage shall also be eligible for such coverage after completing a ninety (90) day waiting period. An employee who returns to active duty for five or less work days after being off duty for thirty (30) or more calendar days, and again goes off work for five or more consecutive work days, shall be deemed to have been on a continuous leave of absence for the purpose of this Article.

(e) The parties agree to reopen the Agreement in March 2019 to discuss GARDA'S participation as a contributing employer to the SSOBA Welfare Fund.

ARTICLE 10 - LIFE INSURANCE:

Upon completion of program eligibility requirements, the Company will provide full time employees with a life insurance benefit as offered to all other employees consistent with applicable policy. Current program offering is equal to approximately one times an employee's annualized base rate of pay. In the event of an accidental death this benefit will provide approximately two times an employee annualized base rate of pay subject to standard exclusions, including but not limited to activities such as skydiving.

ARTICLE 11- RETIREMENT:

All employees will be eligible to enroll, consistent with plan terms, in a Company sponsored retirement program which is at least equal to that provided for local management.

ARTICLE 12 - SAFETY:

- (a) The Company shall not require employees to take any vehicle out on the streets or highways that is not in a safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment when such refusal is justified.
- (b) Employees shall immediately or at the end of their shift report all defects concerning vehicles. The reports shall be made on a suitable form furnished by the Company and shall be made in multiple copies, one copy to be retained in the vehicle. Failure to make out reports may subject the employee to discipline.
- (c) The Company will not ask or require any driver to take out equipment that has been reported by any other driver as being in an unsafe operating condition until same has been approved as safe by the Company, including but not limited to a qualified mechanic, and documented such

by signing the DVIR. Employee is responsible to comply with all company safety programs, including but not limited to the Drug and Alcohol Policy.

ARTICLE 13 -TRAFFIC VIOLATIONS:

- (a) No driver shall be required to violate traffic laws or loading regulations. If a driver is issued a traffic ticket or citation for parking and equipment violations made in accordance with instructions from the Company, the Company shall be responsible for the payment of such citation. Traffic tickets or citations issued to the employee must be submitted to the Company within forty-eight (48) hours excluding weekends and holidays and if not so delivered, the Company shall not be responsible for the payment thereof. Causing the Company to incur additional costs for failing to turn in a parking ticket as set forth above shall be grounds for disciplinary action.
- (b) Moving violations shall be the sole responsibility of the employee including, but not limited to, red light and speed camera violations.
- (c) Employees will be responsible for traffic tickets/violations/fines assessed concerning designated handicap areas and/or crosswalks.

ARTICLE 14 - EQUAL EMPLOYMENT OPPORTUNITY:

Company policy is that there shall be no discrimination in referrals for employment, recruiting, hiring, promotions, compensation and supplementary benefits with respect to race, ancestry, color, religion, national origin, union affiliation, age (over 40), sex, disability/physical handicap (including AIDS), marital status, or cancer-related medical condition(s) or other basis prohibited by applicable law, for all classifications of employees.

ARTICLE 15 - STRIKES AND LOCKOUTS:

- (a) During the term of this Agreement the Union agrees that there shall be no strikes, sympathy strikes, work stoppage, slowdown, picketing, concerted refusal to work, or other interruption of work during the term of this agreement for any reason whatever, specifically including, but not limited to, sympathy strikes and unfair labor practice strikes and the Company agrees that there shall be no lockouts. It is also understood and agreed that no pickets whether at the Company's place of business or at the place of business of Company's customers shall be honored or otherwise recognized during the term of this Agreement.
- (b) The Union will actively discourage and will take immediate action to prevent or terminate any strike, work stoppage, slowdown, picketing, concerted refusal to work, or other interruption of work during the term of this agreement. Also, upon notice from the Company of any such circumstance, the Union or its designee will, within twenty four (24) hours notify the employees and the Local Union officers by telephone and in writing by facsimile with a copy to the Company, that the strike, work stoppage, slowdown, picketing, concerted refusal to work, or other interruption of work is unauthorized and that the employees involved shall immediately cease their violation.

- (c) Any employee who participates in a strike, work stoppage, slowdown, picketing, concerted refusal to work, or other interruption of work as defined in this Section, during the term of this Agreement shall be subject to immediate termination in the discretion of the Company without any grievance or arbitration rights.
- (d) The Union agrees to hold the Company harmless for any damages caused by a strike, work stoppage, slowdown, picketing, concerted refusal to work, or other interruption of work in violation of this Agreement which is sanctioned by the Union; however, if the Union follows 16(b) of this Article 16, it will not be held liable under this section.

ARTICLE 16 - ACCIDENT INCENTIVE (OUTSIDE OPERATIONS):

The Company will pay incentives to truck employees who work out on the street per fiscal year in accordance with the company sponsored safety program. Please review the Plan documents for the specifics of this plan.

ARTICLE 17 - FUNERAL LEAVE:

- (a) In the event an employee experiences the unfortunate circumstance of a death in his or her family said employee shall be entitled to receive a funeral leave of absence as follows upon request:
 - i. Three (3) days leave where the deceased is an employee's current spouse, natural or adopted mother or father; natural or adopted son or daughter, natural or adopted brother or sister.
 - ii. Two (2) days leave where the deceased is an employee's step-son or daughter by the employee's current spouse, natural or adopted grandparent or grandchild, or natural or adopted parent of current spouse.
 - iii. A one (1) day leave where the deceased is an employee's natural or adopted aunt or uncle, natural or adopted first cousin, natural or adopted niece or nephew, ex-spouse provided their marriage produced natural or adopted children, step-brother or sister.
- (b) The company will pay employees a bereavement supplement equal to eight (8) hours straight time pay including crew leader premium if applicable for each day an employee is absent from work on funeral leave as described in Article 18 (a) above. This supplement applies to regular full-time employees only.
- (c) Bereavement leave must be taken contemporaneously with the loss of a loved one (i.e. within two weeks of the death)
- (d) All requests for bereavement leave are subject to verification by management.

ARTICLE 18 -JURY DUTY:

Due to the demands and requirements of the Company's business and our industry in general, the Company does not supplement employees if they are required to actually serve on jury duty; except that, the Company will pay a full time employee who is required to report for jury duty the difference between his or her one (1) day jury duty fee and up to three (3) days' pay at the employee's straight time hourly rate including crew leader premium, if applicable. This benefit applies to regular full-time employees only. Any employee asked to be a witness for the Company shall receive up to eight (8) hours pay for each full day he/she is called to testify and unable to work as scheduled.

ARTICLE 19 - MILITARY LEAVE

Company policy and practice is to comply with the rules and regulations associated with military service obligations of reservists and employees who may be called to active duty pursuant to USSERA.

ARTICLE 20 -TRAINING:

- (a) Both the Company and the Union agree that training is useful towards the proper development of qualified armored car personnel. Therefore, the Company and the Union have agreed to the following:
- i. The Company is to schedule a series of instruction and testing sessions which new employees must attend as part of their introductory evaluation period as well as a condition of completing their introduction period.
 - ii. Employee will be scheduled for periodic instruction and testing sessions as well as refresher sessions on a scheduled day off or after normal work hours. Hours spent at such sessions are not to be counted as part of the regular work week, however, employees shall receive training pay equal to their straight time hourly rate for all hours spent participating in instruction and or refresher training sessions.
 - iii. All employees who have not previously operated a vehicle with air-brakes will receive training in the inspection and the safe operation of the "air. brake" prior to being required to drive trucks so equipped.

ARTICLE 21 -SAVINGS CLAUSE:

Should any portion of this Agreement become invalid or unenforceable by reason of Federal, State or Local law or regulation, the remainder of this Agreement shall be unaffected thereby. When any such law or regulation has been rescinded the applicable contract, language shall again be operative as negotiated.

ARTICLE 22 -WAGE SCALE

Wage Scale: Minimum hourly base rate scale for all full-time and part-time driver/messenger/guard employees:

Effective September 1, 2018 Minimum wage is \$16.00 per hour.

An employee will be raised to \$17.00 per hour after obtaining the required firearm carry permit.

Effective September 1, 2018 all eligible employees in possession of the required firearm carry permit shall receive the greater of an increase to \$17.00 per hour or an additional (eighty cents) \$.80 added to the employees' current hourly rate.

Effective September 1, 2019, all eligible employees shall receive an additional (forty cents) \$.40 added to the hourly rate.

Effective September 1, 2020, all eligible employees shall receive an additional (thirty cents) \$.30 added to the hourly rate.

Any employee who has not obtained the required firearm carry permit will not be eligible for the hourly rate increases payable in 2018, 2019, and 2020.

~~Redline rate: upon execution of the Collective Bargaining Agreement, the redline rate shall be twenty dollars (\$20.35). An employee's base wage must not exceed the redline rate. Employees at the redline rate shall be eligible to earn Crew Leader pay if designated as such by the Company.~~

(a) Service Bonus:

Effective upon ratification:

- i. Employees who have been employed with the Company for more than fifteen (15) years as of the date of ratification of this Agreement shall receive an additional PTO day on their anniversary date. This is a onetime bonus that is issued to the employee only upon the employee completing 15 years of service.
- ii. Employees who have been employed with the Company for more than fifteen (20) years as of the date of ratification of this Agreement shall receive an additional PTO day on their anniversary date. This is a onetime bonus that is issued to the employee only upon the employee completing 20 years of service.
- iii. Employees who have been employed with the Company for more than fifteen (25) years as of the date of ratification of this Agreement shall receive an additional PTO day on their anniversary date. This is a onetime bonus that is issued to the employee only upon the employee completing 25 years of service.

- iv. PTO days issued to employees are subject to all policies and procedures in effect as seen in Article 7 of this agreement.

(b) Crew Leader Premium:

- i. The Company will pay a Crew Leader Premium of Two Dollars and twenty-five cents (\$2.25) per hour to any employee designated as a "Crew Leader" in charge of a Route on any workday.
- ii. Part-time employees cannot be designated as a designated regular crew leader in charge of a Route; however, due to special circumstances on any given work day local management can designate a part-time employee as the crew leader on a specific Route for that day.
- iii. Subject to the Company's sole discretion the qualifications for maintaining one's status as a crew leader may include, but not necessarily be limited to, the following:
 - i. An employee obtaining and maintaining a commercial driver's license (CDL) on a current basis.
 - ii. An employee obtaining and maintaining all required guard and gun permits or licenses on a current basis.
 - iii. An employee obtaining and maintaining a DOT physical health certificate on a current basis.
 - 4. An employee assuming responsibility for and accomplishing completion of his or her assigned duties in an accurate manner as well as in conformance with Company and/or customer scheduling.
 - 5. An employee who is in good standing for performance and attendance as specified by the Company.

The Company shall have the sole discretion to determine the total number of designated crew leaders at any given time. It may limit the number of designated crew leaders on routes or shifts.

iv. A person who is demoted from designated crew leader status who has previously been a designated crew leader for at least the last seven (7) immediately preceding years shall have the right at the end of the demotion period, so long as performance during the demotion period specified has been satisfactory in accordance with the Company's sole discretion, such demoted designated crew leader has the right to assume the designated crew leader status from the most junior designated crew leader.

- v. The qualifications for crew chief shall be (1) senior employee; (2) with knowledge of the route; and (3) with gun license.

(c) CDL Compensation:

- i. A class A Driver/Messenger employee who is required to make runs of 700 miles or more will receive .33 cents a mile. A class A Driver/Messenger employee who is required to make runs of 700 miles or more will receive an additional \$15.00 per day in addition to their regular rate. This applies specifically to the driver so long as the driver maintains a "Class A" license.
- ii. A Driver/Messenger employee who is assigned to drive a tractor-trailer locally will receive \$40.00/day in addition to their regular rate.

ARTICLE 23- BULLETIN BOARD ACCESS AND UNION DELEGATES:

- (a) Union Delegates -The Company recognizes the right of the Union to designate Delegates and alternates from the Company's seniority list. The authority of the Delegates and alternates so designated shall be limited to and shall not exceed the following duties and activities:

The investigation and presentation of grievances to the Company or the designated Company representative in accordance with the collective bargaining agreement;

The transmission of such messages and information, which shall originate with, and be authorized by, the Union or its officers provided such information and/or message:

1. Has been reduced to writing; or
2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

The Union agrees to these limitations upon the authorized Delegates and alternates. The Union shall not be liable for unauthorized acts of the Delegate.

The Delegate or the alternate shall be permitted reasonable time to investigate, present grievances and process grievances. Where mutually agreed to by the Union and the Company, the Delegate and/or the alternate may investigate grievances off the property or other than during their regular schedule. The Company recognizes the right of the Delegate and/or his or her alternate to be represented by another Delegate or alternate should such Delegate or alternate reasonably contemplate disciplinary action.

(b) Bulletin Board and Access - Subject to prior notice and approval by the Company, the Company agrees that authorized union representatives will have access to designated areas of the Company's facility for the purpose of providing representation of bargaining unit members and the carrying out of other legitimate Union business. It is understood that the Company will not unreasonably withhold visitation approval as contemplated herein.

The Company shall make suitable space available for a Union bulletin board. Posting by the Union shall be confined to official Union business. No posting will be done by the Union which

will in any way interfere with the conduct of the Company's business. The Union shall have no access to the Company's e-mail system, phone system or other electronic data systems

- (c) New Hire List: The Company will monthly provide a list of all new employees hired by the Company during the most recently preceding month.

ARTICLE 24- MANAGEMENT RIGHTS:

- (a) The Company shall have the sole right to manage its facilities and operations and direct its working force. Such right includes, but is not limited to, the right to plan, direct and control operations; to hire, lay off, assign and transfer employees from jobs and departments; to schedule hours of work, shifts, crew, crew composition, routes, job classifications, overtime and holiday work; to promote, discipline, suspend or discharge employees for cause; to relieve Employees from duty due to lack of work, operational exigencies or other reasons; to introduce new or changed operations, processes, methods and equipment; to adopt and enforce regulations to carry out the policies and functions of management; to fix and enforce standards of work and quality; to determine and fix the size of the working force and the extent to which operations will be carried on; to determine safety, health and proper working protection measures; to determine the number of personnel to be employed at the Company; and to adopt and enforce regulations for the control and direction of the working force, except as otherwise set forth in this Agreement. All Company rules, policies or practices obligating employees to follow Company procedures in existence at the time of the execution of this Agreement shall remain in effect unless specifically revoked by a specific provision herein or until revoked, modified, superseded or changed by the Company. If there is a conflict between the rules, regulations and policies and the collective bargaining agreement the collective bargaining agreement shall prevail.
- (b) An Employee who quits is expected to give two weeks' notice to the Employer.
- (c) An employee who leaves the Company MUST return all uniform articles, ID card and Company manuals.

ARTICLE 25 — DUES CHECK OFF:

- (a) The Company agrees to notify the Union of the names, addresses and Social Security numbers of all new hires on or before the tenth (10th) working day after the end of the month of hire.
- (b) Upon receipt of a copy of an agreed upon written authorization form voluntarily signed by the employee, the Company will deduct from the employee's pay an amount equal to the dues Union members pay on a bi-weekly basis, provided that such payroll deduction authorization is valid and in effect. The Union shall indemnify and hold the Company harmless from and against any and all claims, demands, suits, or other forms of liability that may arise out of the Company's good faith compliance with this provision as well as the Company's otherwise honoring Union payroll deduction authorization.

- (c) The Company shall forward the dues collected from Union not later than the 10th day of the month immediately following the month in which the subject dues were collected by the Company.

ARTICLE 26 - UNION SECURITY

- (a) All employees covered by this Agreement, who are not already members of the Union, on the effective date of this Agreement, shall become and remain members of the Union in good standing on the thirty-first (31st) day following the beginning of their employment or the effective date of this Agreement, whichever is later, as a condition of continued employment.
- (b) Employees meet the requirement of being members in good standing with the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, at the employees' option, by tendering to the Union financial core fees and dues deemed lawfully chargeable by the U.S. Supreme Court.
- (c) In the event that the Union requests the termination of an employee for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the employee be terminated effective no sooner than two (2) weeks of the date of that notice. The notice shall contain the reason(s) for said termination. In the event the Union subsequently determines that the employee had remedied the default prior to the termination date, the Union will notify the Company and the employee, and the Company will not be required to terminate the employee.
- (d) The Union shall indemnify and hold harmless from and against all claims, demands, suits or other forms of liability that may arise out of the Company's good faith compliance with the above request to terminate an employee's employment under this Article.

ARTICLE 27- LEGALITY/SEVERABILITY

- (a) Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provisions. Such replacement provisions shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership and shall remain in effect for the duration of the Agreement.
- (b) In the event that any of the provisions of this Agreement, including all memoranda of understanding and/or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provision thereof.

ARTICLE 28- TERM OF AGREEMENT:

Upon execution by the parties, this Agreement shall be effective as of September 1, 2018 and shall remain in full force and effect through midnight, August 31, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the respective officers thereunto duly authorized this 23rd day of July, 2018.

FOR THE UNION:

**SPECIAL AND SUPERIOR
OFFICERS BENEVOLENT
ASSOCIATION**

By: _____

Ronald Fedrizzi
International President

FOR THE COMPANY:

GARDA CL ATLANTIC, INC.

By: _____

Jason Bryant
General Manager